

# HOME RENTAL REHABILITATION PROGRAM

## The Rental Rehabilitation Program

The City of Amsterdam is operating a housing rehabilitation program for rental properties located anywhere within the City limits.

## Program Description

The purpose of the program is to improve the quality of rental housing in the City, while maintaining the affordability of the rental units to low and moderate income tenants. This program is funded through the U.S. Department of Housing and Urban Development under the HOME Program, and administered through the New York State Division of Housing and Community Renewal. To qualify, the occupants of the rental units must be low income as indicated by the chart below. The program provides technical assistance in determining the repairs that need to be made to the property. A rehabilitation specialist will work with the property owner to determine the best way to improve a property and assist in hiring of contractors to do the work. In addition, the landlord must agree to limit rents charged to tenants, and agree to several other conditions which are spelled out in more detail later in this application package.

## Financial Assistance

The program will provide a grant of up to 75% of the cost of rehabilitation of the rental units, with a maximum grant of \$25,000 per rental unit. A ten year mortgage lien is filed on the property to ensure compliance with HOME program guidelines.

## Income Limits

Tenants whose family income is under the following limits will qualify for the program.

<u>Family Size</u>	<u>Income Limit</u>	<u>Family Size</u>	<u>Income Limit</u>
1	25,980	5	38,220
2	28,320	6	41,040
3	31,860	7	43,860
4	35,340	8	46,680

**Eligible Improvements** - Below is a partial list of improvements that are eligible for financial and technical assistance through the program:

Electrical Work	Health & Safety Repairs	Insulation
Weather Stripping	Steps & Railings	Walls/Ceilings
Plumbing Repairs	Heating Systems	Sidewalks
Exterior Painting	Storm Doors	Porch Repair
Foundation Repair	Energy Related Improvements	Storm Windows
Lead Hazard Reduction	Roof Replacement	New Siding

## How to Apply:

To apply for the Rental Rehabilitation Program, the owner must fill out the application on the following pages. In addition, the owner must provide the information indicated below.

- \_\_\_\_\_ Deed or Land Contract (Must Be Filed with County Clerk)
- \_\_\_\_\_ Owner's Insurance Certificate and Proof of Payment
- \_\_\_\_\_ Receipts of Tax Bills and Proof of Payment
- \_\_\_\_\_ Documentation of Tenant Income Including Any of the Following:  
Tax Return, Pension Award Letter, W-2, Social Security Release, Support Agreement, etc,
- \_\_\_\_\_ Tenant Income and Rent Certification Form (see form attached)
- \_\_\_\_\_ Copies of Leases with Tenants. All tenants must have written leases that comply with program regulations. A sample lease that is acceptable for program use is included with this application package.
- \_\_\_\_\_ Signed "*Notice to Rental Rehab Program Applicants*" (see form attached)

## For Further Information

For further information about the HOME Rental Rehabilitation Program, contact the Urban Renewal Agency at the following address and phone number:

Amsterdam Urban Renewal Agency  
City Hall  
Church Street  
Amsterdam, New York 12010

Telephone: 843-5190  
Fax: 841-4381  
Email: [amst.ura@gmail.com](mailto:amst.ura@gmail.com)

**AMSTERDAM URBAN RENEWAL AGENCY  
HOUSING REHABILITATION PROGRAM  
APPLICATION FORM FOR RENTAL PROPERTY**

Applicant Name:

Co-Applicant Name:

Address of Owner:

Phone Number:

Fax Number:

Address of Property to be Rehabilitated:

Number of Dwelling Units In Property To Be Rehabilitated:

Apt #	1	2	3	4
Tenant Name				
Monthly Rent:	\$	\$	\$	\$
Tenant Family Size				
Tenant Annual Income:	\$	\$	\$	\$
Tenant Is Low Income (Y or				

  

Apt #	5	6	7	8
Tenant Name				
Monthly Rent:	\$	\$	\$	\$
Tenant Family Size				
Tenant Annual Income:	\$	\$	\$	\$
Tenant Is Low Income (Y or				

Work Desired by Property Owner:


Are You Under Indictment or Currently Serving a Sentence For Any Criminal Act under State, Federal, Or


Do You Have Any Open Judgements or Liens Against Your Property, Other Than Your Home Mortgage ? ~  
Yes ~ No If Yes, Provide Details:


**Application for Rental Property - Page 2**

Race (indicate for owner and tenant, if any)

- ~ White    ~ Black    ~ Asian or Pacific Islander  
~ American Indian or Alaskan Native    ~ Hispanic

I/We certify that all information and documentation in this application, for assistance under the Amsterdam Housing Rehabilitation program is true and complete to the best of my/our knowledge and belief. I/We further certify that I/We own the property described in this application, and that all funds will be used only for the work and materials as set forth in the attached work description. If the Agency determines that the funds will not or cannot be used for the purposes described herein, I/We agree that the funds shall be returned and acknowledge that, with respect to such funds so returned, I/We shall have no further interest, right or claim.

The applicant grants the Agency the right to independently verify any or all of the information supplied herein, and understands that the Agency may refuse to approve the application or may revoke any loan commitment made if there is any material misrepresentation in the application, including the attachments hereto.

I/We further understand that the Agency will not be held liable to fund any costs incurred for the proposed improvements prior to the approval of this application. I/We agree to abide by all regulations of the City of Amsterdam Urban Renewal Agency Housing Rehabilitation Program. I/We further agree that the Agency may verify credit history of the applicant.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: U.S. Law provides a penalty of \$10,000 fine and 5 years imprisonment for false, fraudulent or misleading statements under this program (U.S.C. Title 18, Section 1001).**

**THIS SECTION TO BE FILLED OUT BY AGENCY ONLY:**

Property Qualifies Low/Mod Income    ~ Yes    ~ No

Documentation Has Been Provided As Follows: (Check Off)

- ~ Deed or Land Contract        ~ Proof of Homeowner Insurance  
~ Proof of Paid Taxes    ~ Tenant Income Certifications

Application Reviewed by Agency Official:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AMSTERDAM URBAN RENEWAL AGENCY**  
**RENTAL REHAB PROGRAM**  
**DOCUMENTATION LIST**

THE FOLLOWING ITEMS MUST BE PROVIDED BY THE PROPERTY OWNER, IN ADDITION TO FILLING OUT AND SIGNING THE 2 PAGE APPLICATION FORM.

\_\_\_\_\_ DEED OR LAND CONTRACT (MUST BE FILED WITH COUNTY CLERK)

\_\_\_\_\_ OWNER'S INSURANCE CERTIFICATE AND PROOF OF PAYMENT

\_\_\_\_\_ RECEIPTS OF TAX BILLS AND PROOF OF PAYMENT

\_\_\_\_\_ DOCUMENTATION OF INCOME INCLUDING ANY OF THE FOLLOWING:  
Tax Return, Pension Award Letter, W-2, Social Security Release, Support Agreement,  
etc, for Homeowner and Tenants

\_\_\_\_\_ TENANT INCOME AND RENT CERTIFICATIONS For ALL TENANTS (if applicable)

**AMSTERDAM URBAN RENEWAL AGENCY  
NOTICE TO RENTAL REHAB PROGRAM APPLICANTS**

Attached is an application for funding under the Rental Rehabilitation Program. In applying for assistance under this program, landlords should be aware of the following requirements and conditions of the program.

1. The landlord will be required to provide a minimum of 25% of the cost of rehabilitating the rental property, including costs of construction work, lead paint inspections, rehabilitation specialists services and other associated costs of rehabilitation.
2. The landlord must agree to a 10 year regulatory term, which shall be enforced by means of a lien filed against the property at the County Clerk's office.
3. The current tenants must be low income, and tenant income must be documented. The landlord must agree to rent only to qualified low income tenants during the entire ten year regulatory period. Current income limits for tenants are as listed below.

Family Size	Annual Income	Family Size	Annual Income
1	\$25,980	5	\$38,220
2	\$28,320	6	\$41,040
3	\$31,860	7	\$43,860
4	\$35,340	8	\$46,680

4. Rents must be limited to a level that is considered affordable to low and moderate income tenants during the ten year regulatory period. The following are maximum rents, **including the cost of utilities.**

Unit Size	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
High HOME	601	605	763	950	1,077	1,239	1,268

5. A written lease must be used for all tenants. The form of the lease must be approved by the Urban Renewal Agency, and must contain certain language mandated by HUD and the New York State Division of Housing. As an alternative, landlords can use the standard form lease which can be provided by the Urban Renewal Agency.
6. No tenants can be evicted in anticipation of funding under this program. Any tenant displaced from an apartment can only be evicted for cause, such as non-payment of rent or some other serious lease violation. Tenants displaced for other reasons may be eligible for moving expenses and replacement housing costs under the Federal Uniform Relocation Act, and landlords will be liable for those expenses, which can run into the thousands of dollars for each displaced tenant.
7. If the property is sold within the ten year regulatory period, the grant must be repaid to the Urban Renewal Agency.
8. Scope of work shall be based in inspections undertaken by the Urban Renewal Agency. All rehabilitation work must be undertaken through a competitive bid process. All units must comply with all local and State building codes, as well as HUD Housing Quality Standards at completion of the rehab process.

I have read and understand the above program requirements.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

**AMSTERDAM URBAN RENEWAL AGENCY**

**TENANT CERTIFICATION**

Tenant Name:	
Tenant Address:	
Unit Number or Location:	
Number of Persons in Family:	
Is Unit <input type="radio"/> Occupied    or <input type="radio"/> Vacant ?	
Number of Bedrooms in Unit:	
Is the Head of Household Elderly ?	<input type="radio"/> Yes <input type="radio"/> No
Is the Head of Household Handicapped ?	<input type="radio"/> Yes <input type="radio"/> No
Is the Head of Household a Female ?	<input type="radio"/> Yes <input type="radio"/> No
Amount of Rent per Month:	\$ _____
Does the Rent Include Utilities ?	<input type="radio"/> Yes <input type="radio"/> No
Total Household Income per Year	\$ _____
Indicate Ethnic Information (optional) <input type="radio"/> Hispanic <input type="radio"/> Non-Hispanic	
Indicate Racial Information (optional)	
<input type="radio"/> White <input type="radio"/> Black	
<input type="radio"/> Asian or Pacific Islander <input type="radio"/> American Indian or Alaskan	
I hereby certify that the above information stated above is true and correct.	
_____ Tenant Signature	_____ Date

## LEASE

**1. Parties and Dwelling Unit:** The parties to the Agreement are \_\_\_\_\_, referred to as the Landlord, and \_\_\_\_\_ referred to as the Tenant. The Landlord leases to the tenant unit number \_\_\_\_\_ located at \_\_\_\_\_, Amsterdam, New York.

**2. Length of Time - Lease Term:** The term of this lease shall begin on \_\_\_\_\_, \_\_\_\_\_ and end on \_\_\_\_\_, \_\_\_\_\_.

**3. Rent:** The Tenant agrees to pay a rent of \$\_\_\_\_\_ per month. This amount is due on the first of the month..

**4. Charges for Late Payments:** If the Tenant does not pay the full amount of the rent shown in paragraph 3. by the end of the 5th day of the month, the landlord may collect a fee of \$5.00 on the 6th day of the month. Thereafter, the landlord may collect \$1.00 for each additional day the rent remains unpaid during the month it is due.

**5. Charges for Utilities and Services:** The following describes how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that this chart accurately describes the utilities and services paid by the landlord and those paid by the Tenant.

Utilities paid by Tenant:	'	Heat	'	Hot Water	'	Electricity	'	Other	_____
Utilities paid by Landlord:	'	Heat	'	How Water	'	Electricity	'	Other	_____

**6. Security Deposits:** The Tenant has deposited \$ \_\_\_\_\_ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit in accordance with New York State law.

**7. Keys and Locks:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock.

**8. Maintenance:**

a. The Landlord agrees to:

- (1) Regularly clean all common area of the project;
- (2) Maintain the common areas and facilities in a safe condition;
- (3) Arrange for collection and removal of trash and garbage;
- (4) Maintain all equipment and appliances in safe and working order;
- (5) Make necessary repairs with reasonable promptness;
- (6) Maintain exterior lighting in good working order;
- (7) Provide extermination services as necessary; and
- (8) Maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) Keep the unit clean
- (2) Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) Not litter the grounds or common areas of the project;
- (4) Not destroy, deface, damage, or remove any part of the unit, commons areas, or project grounds;
- (5) Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and



- cooling equipment or any other part of the unit or related facilities; and
- (6) Remove garbage and other waste from the unit in a clean and safe manner.

**9. Damages:** Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, or his/her visitors, the Tenant agrees to pay the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges.

**10. Restrictions:** No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing.

**11. General Restrictions:** The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the application for occupancy. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. Sublet or assign the unit, or any part of the unit;
- b. Use the unit for unlawful purposes;
- c. Engage in or permit unlawful activities in the unit, in the common areas, or on the project grounds;
- d. Have pets or animals of any kind in the unit without prior permission of the Landlord but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. Make or permit noises or acts that will disturb the rights of comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonographs, television, or musical instrument at a level which will not disturb the neighbors.

The Tenant also agrees to comply with all Federal, State, and Local government laws pertaining to the use and occupancy of the unit and the project.

**12. Access by landlord:** The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, only after receiving the Tenant's consent to do so except when emergency situations make such notice impossible or except under paragraph c) below:

- a. the Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable working hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

**13. Discrimination:** The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, familial status, and disability.

**14. Termination of Tenancy:**

- a. To terminate this Agreement, the Tenant must give the Landlord 30 days written notice before moving from the unit. If the Tenant does not give the full 30 day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.
- b. Any termination of the Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this agreement.

- c. The Landlord may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to material noncompliance with the lease. The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project and (3) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.
- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law.

**15. Hazards:** The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to livable condition.

**16. Prohibited Provisions:** Prohibited lease terms. This lease does not contain any of the following provisions:

- a. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- b. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- c. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- d. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- e. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

f. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

g. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

h. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses

**Signatures:**

**Tenant By:**

1. \_\_\_\_\_  
Name Date

2. \_\_\_\_\_  
Name Date

**Landlord By:**

1. \_\_\_\_\_  
Name Date